

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			THIS RFQ [] IS [] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 36	
1. REQUEST NO. SGR100-07-Q-0049		2. DATE ISSUED 08/02/2007		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5A. ISSUED BY U.S. Embassy Athens – GSO/Procurement 91 Queen Sophia Avenue, GR 101 60 ATHENS						6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)						7. DELIVERY			
NAME Ms. Aleka Kouyentaki				TELEPHONE NUMBER		FOB DESTINATION		OTHER (See Schedule)	
				AREA CODE	NUMBER 210-720-2268				
8. TO:						9. DESTINATION			
a. NAME			b. COMPANY			a. NAME OF CONSIGNEE			
c. STREET ADDRESS						b. STREET ADDRESS			
d. CITY			e. STATE		f. ZIP CODE		c. CITY		
							d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) August 21, 2007 at 10.30 hours			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter						
11. SCHEDULE (Include applicable Federal, State and local taxes)									
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)		AMOUNT (f)	
	Construction works and repairs, as per attached Statements of Work (SOWs). Your quotation must be submitted in a sealed envelope, in the English language, no later than August 21, at 10.30hrs (local time), to the address stated in Block 5A, Attn. Contracting Officer. A site visit has been scheduled on August 8 at 11.00 hrs (local time). ORAL OR FACSIMILE QUOTATIONS WILL NOT BE ACCEPTED.			1					
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS	
								NUMBER	%
NOTE: Additional provisions and representations [] are [] are not attached.									
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION		
a. NAME OF QUOTER									
b. STREET ADDRESS					16. SIGNER				
c. COUNTY					a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE		c. TITLE (Type or print)			AREA CODE		
							NUMBER		

ADDENDUM TO RFQ NO. SGR100-07-Q-0049

REQUEST FOR QUOTATIONS

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

Item No.	Description	Cost in €
1	Window Replacement	
2	Parking Lot Sun Shade Structures	
3	Interior Painting	
4	Gym Refurbishment	
5	BBQ Pit	
	TOTAL PRICE	

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract as described in Attachment 4. The Contractor shall furnish and install all materials required by this contract.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

ODC Office Building
4 Megalou Alexandrou Street
Zorbas Camp, GOUDI

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Substantial Completion: Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property

may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
 - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least one (1) day advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment.

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **seven (7) calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use **within 40 calendar days** after the issuance of the Notice to Proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **€150** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as seven (7) calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give

such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

All work shall be performed during 08.30 to 17.00 hours, Monday through Friday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). **The Contractor may be required to work after normal working hours and on weekends to avoid disrupting Embassy employees.** The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
A. Securities/Insurance	1	7 days after award	Contracting Officer
B. Construction Schedule	1	7 days after award	COR
C. Preconstruction Conference	1	7 days after award	COR
D. Personnel Biographies	1	7 days after award	COR
E. Payment Request	1	last calendar day of each month	COR
F. Request for Substantial Completion	1	15 days before inspection	COR
G. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is *the Chief of Services & Support Division, ODC*.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

It is clarified that the U.S. Government will not make any advance payments. The U.S. Government is exempt from the payment of Value Added Tax by virtue of Law 1642/1986, Article 22.

G. SPECIAL REQUIREMENTS

Performance/Payment Protection

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security approved by the Government. The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

The Contractor shall provide the information required by the paragraph above within seven (7) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury and Property Damage on or off the site stated in Euros:

Per Occurrence	€ 17,608
Cumulative	€ 44,020

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

Document Descriptions

Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

"As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will twenty (20) days to perform. For each individual the list shall include:

Complete application form provided by the Embassy
Copy of ID card
Passport
Greek Social Security Medical Book
Merchant Marine Seaman's book (if applicable)

Penal record of type A
Discharge papers (Greek Military service)
Pay Book (Greek Armed Forces)

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (July 2005)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2004)
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)
52.228-13	Alternative Payment Protection (JUL 2000) <u>b) 20% of contract price, (c) 10 days after contract award.</u>
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (SEP 2005)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)

52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (AUG 1987)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2004)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.
(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR

Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
Attachment 1	"Performance and Guaranty Bond"
Attachment 2	"Payment Bond"
Attachment 3	Breakdown of Price by Divisions of Specifications Window Replacement Project Parking Lot Sun Shade Structures Interior Painting Gym Refurbishment BBQ Pit Install
Attachment 4	Statements of Work

ATTACHMENT 1

PERFORMANCE AND GUARANTY BOND

(to be attached upon award)

ATTACHMENT 2

PAYMENT BOND

(to be attached upon award)

ATTACHMENT 3

Window Replacement Project

UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL – in €					

Allowance Items:

PROPOSAL PRICE TOTAL: Euros

Alternates (list separately do not total)

Offeror:

Date:

Parking Lot Sun Shade Structures

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL – in €					

Allowance Items:

PROPOSAL PRICE TOTAL: Euros

Alternates (list separately do not total)

Offeror:

Date:

Interior Painting

**UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL – in €					

Allowance Items:

PROPOSAL PRICE TOTAL: Euros

Alternates (list separately do not total)

Offeror:

Date:

Gym Refurbishment

**UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL – in €					

Allowance Items:

PROPOSAL PRICE TOTAL: Euros

Alternates (list separately do not total)

Offeror:

Date:

BBQ Pit Install

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL – in €					

Allowance Items:

PROPOSAL PRICE TOTAL: Euros

Alternates (list separately do not total)

Offeror:

Date:

ATTACHMENT 4

STATEMENT OF WORK

PROJECT: **Window Replacement Project**

WORK FORCE: Services of contractor will be used to carry out the work.

SUPERVISION: The Chief, Services & Support Division, ODC, Athens, Greece will coordinate the project.

1. Installation of up to 6 interior-opening, center-latched, 2-door swing-type windows which will permit ventilation of ground-floor offices, which, due to security consideration, are covered by externally-mounted security bars. Windows shall lock when closed, and shall maintain a uniform appearance with existing windows throughout the building. There are a few of the windows desired already installed and would be pleased to display these windows to interested contractors during the site visit.
2. No security bars shall be removed during the removal of existing windows and emplacement of new ones.
3. Contractor shall be responsible for all preparation work and cleanup.
4. Other specifications/notifications:
 - A. Submitted bids shall itemize material and installation costs per window. US government reserves the right accept any number of windows (up to 6) based on submitted pricing.
 - B. Contractor will be responsible for working with the COR and Hellenic base authorities to provide all information letters required for base access and project approval.
5. Include a comprehensive warranty that covers defects due to products and labor used.

PROJECT: **BBQ Pit Install**

WORK FORCE: Services of contractor will be used to carry out the work.

SUPERVISION: The Chief, Services & Support Division, ODC, Athens, Greece will coordinate the project.

1. Provide and install permanently an outdoor brick-and-mortar BBQ pit/grill and accompanying sink. Work must meet the following specifications:

Location: Near existing gazebo, located within the security perimeter of the compound. Fresh water plumbing is available on site via water spigot; location of sewage lines (vice storm drains) for proper disposal of rinse waste unknown but on site.

Desired work:

- A. Install custom brick-and-mortar BBQ grill, with adjustable-height cooking racks.
 - Total grilling surface shall approximately 1.5m x 1m.
 - Grill shall be fuelled by charcoal (no gas plumbing desired) and ashes/drip tray shall be removable and easy to clean
 - Grill surface shall be raised and lowered by use of a weather-protected, no-maintenance, heavy-duty chain-and-sprocket device or similar assembly.
 - Grill shall be accessible from two sides
 - Grill shall be protected from rain/weather by use of a chimney
- B. Attached or near to the grill shall be a food preparation table, surface approx 1.5m x 1m.
 - Table shall be made of generally same materials as grill and shall present a generally pleasing, matched appearance.
 - Tabletop surface shall be surfaced and grouted/sealed smoothly so as to prevent long-term damage caused by rainwater intrusion, etc.
 - Tabletop surface shall be durable, all-weather quality and shall be able to withstand cracking caused by accidental dropping of food preparation items, etc.
- C. Attached to the food preparation table shall be a sink/washbasin, with sewage drain and cold-water faucet only.
 - Water will be sourced from water spigot located on-site, and transmitted to sink via piping to be buried in existing, unimproved dirt surface. Piping connection at spigot will be made above ground and will not break the concrete skirting surrounding the spigot.
 - Piping to sewage line will minimize disruption to existing concrete surfaces to maximum extent possible. Location of nearest sewage (vice storm drain) line is unknown

Other specifications/notifications:

- a. All work done in and between locations above shall present an overall uniform and pleasing appearance. Accordingly, color schemes, surfaces, and textures used shall generally match those of surrounding buildings and structures.

- b. Bids shall supply a graphical rendition of proposed work, and shall clearly delineate materials and quantities used.
 - c. Submitted bids shall itemize costs individually for each of the items A through C above. Contracting officer reserves the right to award one, two, or all three of these projects based on cost of accepted bid, and total funds made available.
 - d. This work is subject to additional approval by Hellenic Army authorities. Contractor will be responsible for working with the COR and base authorities to provide all information letter required for approval.
2. Include a comprehensive warranty that covers defects due to products and labor used.

PROJECT: **Gym Refurbishment**

WORK FORCE: Services of contractor will be used to carry out the work.

SUPERVISION: The Chief, Services & Support Division, ODC, Athens, Greece will coordinate the project.

1. Renovation of the basement gymnasium. Work must meet the following specifications:

Location: The Gym consists of 3 partially-below grade rooms with limited lighting. Each room has various weights and/or exercise equipment within that will need to be moved to accommodate work. Floors are ceramic tile and walls are load-bearing concrete. In-roof lighting is dim but exists in all rooms.

- i. Room 1 dimensions: 3.30 x 3.30 m (Aerobic Room)
- ii. Room 2 dimensions: 3.60 x 3.30 m (Free Weight Room)
- iii. Room 3 dimensions: 3.60 x 3.90 m (Barbell/Workout Cage Room)

Desired work:

A Install wall-to-wall rubberized protective gymnasium-quality floor matting in rooms 1, 2, and 3.

- i. Existing flooring is tile and will not be removed prior to installation of matting.
- ii. Existing weight equipment shall not be removed from ODC; flooring will need to be laid under existing equipment to maximum extent possible.
- iii. Matting shall be anti-bacterial, non-porous, and shall be easy to clean and disinfect using mop and mild soap solutions.
- iv. Matting shall be strong enough to support significant and concentrated loads such as weight equipment, weight plates, etc., and shall be strong enough to absorb impact of dropped weights without damage to existing flooring or rubber matting itself.
- v. Doors shall not be removed for completion of this work – matting shall be cut so as to provide a “box” area in which doors shall be able swing freely over existing tile floor.
- vi. Transition edging shall be provided for all exposed matting edges subject to foot traffic (i.e. not butting up to a wall) to include all door cut-outs.

B. Install mirrors on all walls where practicable in Rooms 1, 2, 3.

- i. 0.5m buffer between floor and bottom of mirror is desired to reduce cost and prevent accidental breakage from kicking or dropping of weights.
- ii. Mirrors shall be strong enough to meet reasonable gymnasium standards in regards to impact resistance, etc.
- iii. Maximum coverage of walls is desired
- iv. Existing wall-mounted cable/wire channeling shall not be removed or changed in any way

- v. Exposed cables/wires shall be provided wall-mounted cable/wire channeling or shall be rerouted into existing cabling/channeling.

C. Install a MP3/CD/radio sound system in Room 3, which shall provide sound to all rooms.

- i. System shall have two speakers per room (total 6 speakers)
- ii. Ability to turn off sound to individual rooms is desired
- iii. Interface with portable music devices (MP3 players/Ipods) is desirable (front-mounted input jack as minimum)
- iv. System shall be wall mounted in a way so as not to impact useable floor space
- v. System shall be connected to incoming TV signal cable to allow for stereo playback of television signals
- vi. Satisfactory radio reception is also required; aerial cable is believed to be on-site.
- vii. All installations shall be certified to be IAW current Greek electrical safety codes
- viii. See electrical cabling/wiring requirements in paragraph 2B.

D. Other specifications/notifications:

- a. Room heights vary between approx 2.0 – 2.2 m.
- b. All walls are to be considered load bearing.
- c. All work done in and between locations above shall present an overall uniform and pleasing appearance.
- iv. Submitted bids shall itemize costs individually for each of the items A through C above. Additionally:
 - i. Pricing for item A shall include product specification (thickness, load bearing strength, as applicable). Contractor shall provide a sample of the product and any available brochures for final approval prior to installation.
 - ii. Pricing for item B shall include total square meters of mirror coverage, and mirror strength/thickness specifications as available.
 - iii. Pricing for item C shall include product specification sheets/brochures to be made available for review.

2. Include a comprehensive warranty that covers defects due to products and labor used.

PROJECT: **Interior Painting**

WORK FORCE: Services of contractor will be used to carry out the work.

SUPERVISION: The Chief, Services & Support Division, ODC, Athens, Greece will coordinate the project.

1. Interior painting of the building that meets the following specifications:

A. Locations to be painted:

1. Exterior Entrance (grey skirting around stairs)
2. Program Specialist Office (approx 9 x 11m)
3. Training Office (approx 9 x 11m)

B. Desired work:

- i. Clean and prep area to be painted, correcting any surface deficiencies (holes, cracks, etc) using scrape patching
- ii. Spot apply one coat of primer as necessary to areas 1, 2, 3
- iii. Apply two coats of suitable satin-finish Benjamin Moore paint or equivalent
- iv. Location 1 shall use exterior paint
- v. All colors shall paint to match existing colors

2. Include a comprehensive warranty that covers defect due to either the products or labor used

PROJECT: **Parking Lot Sun Shade Structures**

WORK FORCE: Services of contractor will be used to carry out the work.

SUPERVISION: The Chief, Services & Support Division, ODC, Athens, Greece will coordinate the project.

1. Permanent installation of parking lot sun shade structures, to be used for providing shade to government owned vehicle (GOV) fleet. Work must meet the following specifications:

Location: In parking lot, covering approximately 6 parking spaces located against and extending directly away from the outer Camp Zorba security perimeter wall and located between the gazebo and Camp Zorba's Headquarters building. The 6 parking spaces are separated by a small grassy area also containing a palm tree; preservation of this area will necessitate the construction, in effect, of 2 x 3-car parking structures.

Desired work: Install 2 custom parking shade structures/buildings with opaque roofing and siding, which shall be used to eliminate the transmission of 100% of UV-A and UV-B energy and shall be used to protect GOVs from sun damage.

1. Structures shall roughly duplicate the sizing and design of existing garage and shall present a neat and uniform appearance in harmony with the building and Camp Zorba. No "garage doors" will be installed on these structures.
 2. Roofing shall extend completely over each parking space. "Overhang" of roofing structure over surrounding grass areas is not desired; however, water drainage from roofing onto surrounding grassy areas is desired.
 3. Sides shall extend from roof downwards to completely shield all GOV glass for all periods and angles of daylight, 365 days per year, from 7 AM to 7 PM. Siding placed below this level is not necessary but acceptable for appearance considerations. Adequate ventilation at bottom and top of sides is desired to promote air circulation; no gaps shall permit sunlight onto GOV glass, however.
 4. In an effort to reduce damages to driver's side doors, an electrically-retractable 100%-light filtering door or screen may be substituted for each structure's south-east-facing side wall (driver's side wall when GOV is nosed-in). All mechanisms and materials associated with the raising and lowering shall be UV resistant and shall be additionally protected from weather exposure (i.e. motors shall be covered or inside the structure itself). Electricity can be supplied from a guard booth located nearby but damage to existing concrete for wiring purposes shall be minimized.
 5. In an effort to reduce damages to vehicles, the use of poles or supports between parking spaces shall be minimized. Maximum use of truss work is encouraged.
 6. All work to be performed will meet all applicable construction codes.
2. Other specifications/notifications:

1. All work done in and between locations above shall present an overall uniform and pleasing appearance. Accordingly, color schemes, surfaces, and textures used shall generally match those of surrounding buildings and structures.
 2. Bids shall supply a graphical rendition of proposed work, and shall clearly delineate materials and quantities used.
 3. Interested contractors are encouraged to perform their own site inspections and discuss their proposals with undersigned before submission of their bid.
 4. Submitted bids shall itemize materials and quantities used, alongside associated labor costs. US government reserves the right to modify this contract to include or exclude specifications; all bids should be prepared to address costs associated with or without this equipment
 5. This work is subject to additional approval by Hellenic Army authorities. Contractor will be responsible for working with the COR and base authorities to provide all information letters required for base access and approval.
3. Include a comprehensive warranty that covers defects due to products and labor used.

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 18 including a completed Attachment 3, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS separately for each project.</u> "	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	2

Submit the complete quotation to the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall

be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

(4) Bar chart indicating various portions of the work; when work will commence and be completed in each section.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C.52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **Wednesday, August 8, 2007, at 1100 hours.**

(c) Participants will meet at the entrance of the site, at 4 Megalou Alexandrou Street Zorbas Camp, Goudi. Offerors should send the names of participants to Fax No. 210-722-7255, Attention: Aleka Kouyentaki, no later than August 7, 2007, at 1200 hours.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between - \$25,000 and \$100,000 (or local equivalent).

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://www.arnet.gov/far/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ☐ ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- ☐ satisfactory record of integrity and business ethics;
- ☐ necessary organization, experience, and skills or the ability to obtain them;
- ☐ necessary equipment and facilities or the ability to obtain them; and
- ☐ otherwise qualified and eligible to receive an award under applicable laws and regulations.

**SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

Company legal business name.

Tradestyle, doing business, or other name by which your entity is commonly recognized.

Company physical street address, city, state and Zip Code.

Company mailing address, city, state and Zip Code (if separate from physical)

Company telephone number

Date the company was started.

Number of employees at your location.

Chief executive officer/key manager.

Line of business (industry)

Company Headquarters name and address (reporting relationship within your entity).

L.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

[offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

L.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

L.5 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.